JUDGE NATHAN

K&L GATES, LLP Attorneys for Plaintiff 599 Lexington Avenue New York, New York 10022

Tel: (212) 536-3900 Fax: (212) 536-3901

George K. Kontakis (GK-0484)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

RANGER OFFSHORE MEXICO, S. DE R.L. DE C.V.,

Plaintiff.

MAR 1 1 2015
U.S.D.C. S.D. N.Y.
CASHIERS

01806

v.

VERIFIED COMPLIANT

GRUPO TRADECO, S.A. DE C.V., TRADECO INFRAESTRUCTURA, S.A. DE C.V.

Defendants,

Plaintiff RANGER OFFSHORE MEXICO, S. DE R.L. DE C.V., (hereinafter "RANGER") by its attorneys, K&L GATES, LLP, as and for its Verified Complaint against the Defendants, GRUPO TRADECO, S.A. DE C.V. (hereinafter "GRUPO TRADECO") and TRADECO INFRAESTRUCTURA, S.A. DE C.V. (hereinafter "TRADECO"), alleges upon information and belief as follows:

JURISDICTION

- 1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and also falls under this Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333.
- 2. The Court also has jurisdiction pursuant to 9 U.S.C. § 1, et seq. and 9 U.S.C. § 201, et seq.

THE PARTIES

- 3. Plaintiff RANGER OFFSHORE MEXICO, S. DE R.I. DE C.V. ("RANGER") is a Mexican corporation with its principal place of business in Ciudad del Carmen, Mexico.
- 4. Defendant GRUPO TRADECO, S.A. DE C.V. ("GRUPO TRADECO") is a Mexican corporation with its principal place of business in Mexico City, Mexico.
- 5. Defendant TRADECO INFRAESTRUCTURA, S.A. DE C.V. ("TRADECO") is a Mexican corporation with its principal place of business in Mexico City, Mexico. It sometimes does business as TRADECO INFRAESTRUCTURA, INC.

FACTS

- 6. RANGER and TRADECO entered into a BIMCO Time Charter Party for Offshore Service Vessels for the charter of the *M/V Lewek Toucan* on January 31, 2014 (the "Charter Party Agreement"). A true and correct copy of the Charter Party Agreement is attached as Exhibit "A."
- 7. Under the Charter Party Agreement, TRADECO chartered from RANGER the M/V Lewek Toucan (the "Vessel").
- 8. The hire period was for one hundred twenty (120) days, with delivery in Ingleside, Texas.
 - 9. The charter hire is US\$98,000 per day, excluding value-added tax.
- 10. RANGER and GRUPO TRADECO entered into a BIMCO Charter Party Guarantee on May 27, 2014 (the "Guarantee"). A true and correct copy of the Guarantee is attached hereto as Exhibit "B."

- 11. RANGER and TRADECO executed Amendment No. 1 to the Charter Party Agreement on June 13, 2014 (the "Amendment"). A true and correct copy of the Amendment is attached hereto as Exhibit "C."
- 12. The Amendment memorialized the parties' agreement related to the temporary suspension of the charter that began on April 15, 2014.
- 13. The Amendment also acknowledged an outstanding balance under the Charter Party Agreement as totaling US\$5,948,558.15 for the period of the charter leading up to the temporary suspension that began on April 15, 2014.
- 14. The Amendment further provided that the Vessel would return from the temporary suspension between August 10, 2014 and September 7, 2014.
 - 15. The suspension ended on August 14, 2015.
- 16. Under the Charter Party Agreement, as amended, the charter was to end on December 25, 2014.
- 17. The total sum of US\$19,958,319.04 in outstanding charter hire and related expenses is due and owning RANGER.
- 18. The Charter Party Agreement, and the Guarantee of the Charter Party Agreement, are maritime contracts (hereinafter the "maritime contracts").

AS FOR A CAUSE OF ACTION FOR BREACH OF THE MARITIME CONTRACTS

19. Pursuant to the terms and conditions of the Charter Party Agreement, TRADECO agreed to make regular payments to RANGER for charter hire and related expenses.

- 20. RANGER and TRADECO also agreed that any disputes arising under the Charter Party Agreement would be submitted to arbitration in Houston, Texas and would be subject to U.S. Maritime Law.
- 21. In addition to the charter hire, the parties agreed that TRADECO would reimburse or pay other enumerated costs expected to be incurred in connection with the charter.
 - 22. The charter period began at Noon on Sunday, February 3, 2014.
 - 23. RANGER timely delivered the Vessel.
 - 24. TRADECO accepted delivery of the Vessel without taking exception.
- 25. TRADECO continually failed to timely pay RANGER for hire and other payments due for the charter of the Vessel.
- 26. TRADECO owes RANGER US\$19,958,319.04 in outstanding charter hire and related expenses.
- 27. GRUPO TRADECO guaranteed the January 31, 2014 Charter Party and is now in default of the Guarantee.
- 28. RANGER and GRUPO TRADECO also agreed that any disputes arising under the Guarantee would be submitted to a court of competent jurisdiction in Houston, Texas.
 - 29. TRADECO and GRUPO TRADECO breached the maritime contracts.
- 30. TRADECO and GRUPO TRADECO are both liable to RANGER for the principal debt of US\$19,958,319.04 under the maritime contracts.

RELATED PROCEEDINGS

- 31. RANGER initiated arbitration against TRADECO in Houston, Texas with the Houston Maritime Arbitrators Association as required by the Charter Party Agreement.
- 32. RANGER initiated litigation against GRUPO TRADECO in Houston, Texas in the U.S. District Court for the Southern District of Texas as required by the Guarantee.

AWARD

33. The allowable award for RANGER's principal claim against the defendants is:

Principal claim

US\$19,958,319.04

PRAYER FOR RELIEF

- 34. Notwithstanding the fact that the liability of the Defendants is subject to a determination by a U.S. District Court for the Southern District of Texas and a Houston, Texas arbitration panel, there are now, or will be during the pendency of this action, certain assets, accounts, freights, hire payments, monies, charter hire, credits, effects, funds, payments for bunkers, goods or services, bills of lading, cargo, debts and the like belonging to or claimed by the Defendants within this District and held by various parties, as garnishees.
- 35. Plaintiff believes that some of these assets, in bank accounts, are located in this District in the possession of garnishees Banco Espirito Santo, S.A., Banco Espirito Santo de Investimento, S.A. (BESI) and Novo Banco, S.A., and possibly other banks or financial institutions located in New York.

- 36. As supported by the accompanying declaration of Attorney George K. Kontakis, the Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.
- 37. Because this Verified Complaint sets forth an in personam maritime claim against the Defendants and because the Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, the requirements for a Rule B attachment and garnishment are met and Plaintiff seeks the issuance of process of maritime attachment so that it may obtain security for its claims against the Defendants and/or quasi in rem jurisdiction over the property of the Defendants so that an eventual judgment and/or award can be satisfied.

WHEREFORE, Plaintiff prays as follows:

- A. That the Defendants be summoned to appear and answer this Verified Complaint;
- B. That the Defendants not being found within this District, as supported by the Declaration of George K. Kontakis, then all of its assets, accounts, freights, monies, charter hire, credits, effects, funds, payment for bunkers, goods or services, bills of lading, cargo and the like belonging to or claimed by the Defendants within this District up to the amount sued for herein be attached pursuant to Supplemental Rule B and to pay Plaintiff's damages; and,
- D. That Plaintiff has such other and further relief as the Court may determine to be just and proper under the circumstances.

Dated: New York, New York March 11, 2015

> K&L GATES, LLP Attorneys for Plaintiff

By:

George K. Kontakis (GK 0484)

599 Lexington Avenue

New York, New York 10022

Tel: (212) 536-3900 Fax: (212) 536-3901

Email: george.kontakis@klgates.com

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	
RANGER OFFSHORE MEXICO, S. DE R.L. DE C.V.,	Х
Plaintiff,	
V ç	

VERIFICATION OF COMPLAINT

GRUPO TRADECO, S.A. DE C.V., TRADECO INFRAESTRUCTURA, S.A. DE C.V.

Defendants,

Pursuant to 28 U.S.C. §1746, JAMES P. LAM, declares under penalty of perjury:

- 1. I have been the General Counsel of Ranger Offshore, Inc. since 2011.
- 2. In my role as General Counsel, I also oversee legal matters related to Ranger Offshore, Inc.'s fully-owned subsidiary Ranger Offshore Mexico, S. de R.L. de C.V. ("Ranger"), the Plaintiff in this matter.
- I have read the foregoing Verified Complaint and know the contents thereof.
- 4. The matters contained therein are true and correct based on documents and information obtained from employees and representatives of Ranger.

I declare under penalty of perjury that the foregoing is true and correct.

JAMES P. DAM

Place Executed:

Houston, TX

Date Executed:

March 11, 2015

Exhibit A

	Section of the Sectio			
	1. Place and date of contract	nura.		
	Houston, TX, January 31, 2014	BIMCO	· ·	
	.	CODE NAME: SUPPLYTIME	OFFSHORE SERVICE VESSELS	alian alian
	2: Owners/Place of business (full style, address, e-mail end fax no.) Ranger Offshore Nexton, S. de R.L. de C.V.C. Ave. Schn 49A Perqué bird, Mundo Maya Culdad del Garmen, Campache C.P. 24183, Maxico Tel. 52 838 131 4707 Launningham/Campache file increase.	The state of the s	A Company of the comp	kri
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£	Lounnington Grangeroffelier ein a.com RFG ROM120619618	Mexico, Distrito Federal, C.P. 03900 Tel. (55)22822500		7 E
		Email: josevalazquazgorcanav.com RFC TING20218SU9	vi-	<u>s</u>
	4. Vessel's name and IMO humber (ANNEX A):	RFC TING20218SIJ9		
	MY Lenek Toucan	5. Dale of delivery (Cf. 2(a) and (o)): January 31, 2014	6, Cancelling date (Cl. 2(e) and (ci)	`
	MO number 9374284		Fobruary 20, 2014	
	7. Port of Place of delivery (<u>Cl. 2(e1)</u> Safe Berth, Inglief de, Texas	8. Port or place redelivery/notice of re	delivery (Ct. 2(d))	
	All the interpretational and an analysis of the second	(i) Port or place of redelivery	Aviii 19 a	
		US GOM Port	it Curiet's option or other mutaully agre	èd
		William Charles	di.	ļ.
1	One strong on the	(ii) Number of days notice of redelive Thirty (30) days		1
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		(i) Period of Extension 1 x 30 day option at Charleng's option	/ #	1
·	` \	2 x 30 day options to be mutually ago) led	1
		(II) Advance notice for declaration of opt	i.	`
	11. Automatic extension period to complete volved or well (O).1(d)	43 SIRYS	ion (daye)	
8	(i) Voyage of well (state which)	12. Mobilisation charge (CL 2(b)(i)):		1
\$	Voyage	(I) Lump sum None:	•	ŀ
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6 S	Fire (5) days	(II) When due:		-1
Adopted by International Support Vessel Owners: Association (ISOA), Leading	13. Early lemination of charter (state amount of the payable) (Cl. 51(e)):	14 Number of days notice of early		1
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5 4 8	ING.	NA	NA	
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	N/A	ĺ ,		
	18. Area of operation (CL 8(a))		The second secon	1
	Guff Of Mexico	17. Employment of vessel restricted to (si	ate nature of services(s)) (Cl. 6(g))	
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		design criteria for safe operating conditi	ons and class approved certificates.	
	18. Specialist operations (Cl. 6(a))	. 19. Bunkers (C), 10)		1
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Copyright published by BIMCO) Copyrighted		(V) Fuel specifications and grades for his	number of the second	:
長	**************************************	To be provided by Owner prior to delivery	enhibused by Cutsulousite	
ξö	20. Charter hire (state rate and currency) (Cl. 12(a) , (d) and (e))	Of Evigorales 11—36		
28	and 6% of all process of Owners to he had to Martin Reservations VAT. VAT.	21. Extension hire (if agreed, state rate) (Cl USD 88,000 per day, pro into: if Vessel & purely agreed as a local per day.	Liberia de la Z	,
	Dollars on the date payment is made.	during extension pariod, rate in USO 85.00	per day, pro rate,	
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Invoking for hire and other payment State whether to be issued in advance. But see additional clause 48.	A of Consure	23. Payments (state mode and place of account). (CI 12(9)) As per Owners Invoke Matrustions	payment; also state beneficiary and bank
(ii) State by whom to be listuad it other in Box 2.	ian the party stated in Box 2	Virtue Chains and the abilitical in	` `
(II). State to whom to be Issued If address 3	see other than stated in Box 3		
24. Payment of hire, bunker Invoices and (state maximum number of deys) (CL 12/ See additional claims 45.	diapursamenta ke Charletara account a))	25. Interest rate payable (CL 12(e)) 3% APR	28. Maximum audit period (Ol. 12(a)) One (1) year
27. Mesis (státe rele zgreed) (Ci. 6(cini) Provided by Charterers, see Clause 50.	28. Accommodation (state rate agreed) (Q1. 9(p)(j)) See Claises 50:	28. Subjet (state amount of daily increme None \$0.00	l nil of charler film) (Cl. 20)
30. War Cancellation (Indicate countries a Sub-clause (a) of clause 23 applies	preed) (CL 23):		
31. General Average (Place of settlement Houston, Texas	only to be alled in it other than London) (C	[26]	
32. Taxes (Payable by Owners) (<u>Cl. 30)</u> Each party will pay taxes due on its own	profits, properly, and personnel		
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 (b) The Owners shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service stated in Clause 6 throughout the period of this Charler Party. 4. Structural Alterations and Additional Equipment The Charterers shall, at their expense, have the option of making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners, which shall not be unreasonably withheld: 	82 83 86 86 87 88
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for the service stated in Clause 6 throughout the period of this Charler Party. 4. Structural Alterations and Additional Equipment The Charterers shall, at their expense, have the option of making structural alterations to the Vessel or Installing additional equipment with the written consent of the Owners, which shall not be unreasonably withheld:	86 87 88
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4. Structural Alterations and Additional Equipment The Chatterers shall, at their expense, have the option of making structural alterations to the Vessel or Installing additional equipment with the written consent of the Owners, which shall not be unreasonably withheld: Unless of their expressions.	86 87 88
4. Structural Alterations and Additional Equipment The Charterers shall, at their expense, have the option of making structural alterations to the Vessel or Installing additional equipment with the written consent of the Owners, which shall not be unreasonably withheld: Unless of the vessel is a reasonably withheld:	87 88
of making structural at mice expanse, have the option of making structural alterations to the Vessel or Installing additional equipment with the written consent of the Cymers, which shall not be unreasonably withheld.	88
of making structural at mice expanse, have the option of making structural alterations to the Vessel or Installing additional equipment with the written consent of the Cymers, which shall not be unreasonably withheld.	88
additional equipment with the written consent of the Owners, which shall not be unreasonably withheld: Unless of the words to the consent of the Unless of the words to the consent withheld:	89
Owners, which shall not be unreasonably withheld:	LLAN.
Unless of shares passed the Areasonably withheld	90
omess otherwise agreed, the Vessel is to be redelivered.	91
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STOPPING IN LICENSES THE CHURAST WAS A TOP IN THE STOPPING	97
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and efficient performance of the Vessel	100
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The Owners and the Charterers shall jointly appoint an independent survivor for the	103
and agreeing in writing, the condition of the Vessel, any	104
	106
ANNEX "A", and the quality and quantity of fital;	108
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	108:
share the time and expense of such surveys.	109
6. Employment and Area of America	110
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IGU 1110 Vessal chall ha amalata 17. A	112
of the Manage and a secondance with the law of the place	113
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unit but shall everyise due different port of place or offshore	125
orders to the Vessel as if the Vessel and their	126
property and having regent to him was their own	27-
	28:
	29.
	30
prevalent Line Hant to use the Vessel for ROV	31
Vegen a set a content of the set	92
reson state not be employed as a diving platform.	13
or destrict to the form much be clearly visible, in avery or any making in	Az
The same of second against the first second as the second	Rib
20 CADESIA MINERAL CADESIA MINERAL	ELLE.
The state of the s	1
	of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 17, and to voyages between any good and sale port or place and any place of offshore until where the Vessel can salely the always affoat within the Area of Operation as stated in Box 16; which shall always be within international Navigation Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Chartevers do not warrant the safety of any such port or place or offshore unit but shall exercise due difigence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment.

<u> 2. 1822. abo. 18</u> 1. 40 1. 40 1.		PART	Mir	
SUPPLYTIME 200	S Time Phis	tèr Pa	rty for Offshore Service Vessels	
(b) Relevant permission and licences from responsible	134	र इस	A . At Alloura outline A428018	
DIMONUS TO THE VESSEL TO enter, work in and taking	135		that are non-negotiable documents and which are	202
the Area of Operation shall be obtained by the	138		clearly marked as such.	203 204 205 206
Charlevers and the Owners shall assist, if necessary,	137		(3) The Charterers shall indemnify the Owners	204
in every way possible to secure such permission and	158		against all liabilities that may silse from the signing	205
HOSIDES.	406		M PROUDERS UDGITTERING IT ACCOMMODITATION	206
(c) The Vessel's Space. The whole reach and burden	140:		directions of the Charterers to the extent that the	207·
800 decks of the Vessel shall fill of the Charles	141		leins of such camo dors mante imprea mark	208
Period be at the Charlerers, disposal recenting montes	142		Onorous liabilities than those assigned by the	209
Wild SURCERL Space for the Vestel's Master (Afficers	143		Viriles under the forms of this Charles Darks	210
UTOW, 190KIO, SDDSTOF, full filtre: principles and stores.	144		(D) IND VOSSORS CITED IF THE WAR HE PROGRAMMED THE	211
THE CHARGE STATE DE BRINGE TO BRING AN FOR OR BRIDGE	145		COLUMN SINGUISCONNECT BIRCHIO HANGE FIRST HINGE AND	212
is available and for their purposes in connection with	145		PHOUHIELD HOSES WILBIT DIRECT ON MOON! The Vicing Fig.	213
Melt obelations:	442		POIT 68 Well 88 BIONOBIDE THE Offshore titille will anywarfan	214
(I) Persons other than crew thembers, other than fare	147 148		the machinery on board the Vessel for leading and	215
paying, and for such purposes in make use of	148		unloading dargoes, and will hook and unbook areas or	216
Ing Vessers available accommodation and helps	150		DUBIU ING VESSOI WIEN lOOKING OF discharging planneling	217
used on the voyage by the Vessel's Crew. The	151:		Published the DON PROBATION of the desired and	218
CWNers snall provide suitable provisions and	152		of 180001 Unions do not beam the Cycle of the things in	219
requisites for such persons for which the	153		WALL AND ALL WILL THE WORK, THEN THE Charles and the service.	220
Charterers shall pay at the rate as stated in Box	103		of their own expense, wherever hinge arrangements were	221
22 per meal and all the rate as stated in 80x 28	154 155		WWW. TVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVV	222
per day for the provision of bedding and services:			(V) II UIU GIIGRORES DAVE resean to be discontable.	223
for persons using bertir accommodation:	156		Wall life Conclude of the Master of only Office or an analysis	224
(II) Lawful cargo whether carried on or under deck.	157		Of the UTBW, 108 UMPAR on rendering nection fair az it.	744 306
(iii) Explosives and deligerous cargo whether in bulk	158		CONTROL STORY INVASIONS IN TRACES AND SE	225 226
or packaged, provided proper notification has	159		ulo will plant Dioves to no wall founded the Ourses	227
been given and such cargo is marked and packed	160		of all as 5000 as reasonably more his more provincial.	225
In accordance with the national regulations of the	16t		SHAPE COUNTY AND STREET STREET	220
Vessel and/or the International Maritime Danger	182		(d) The entire operation, nationally, and reasonable	229
ous Goods Code and/or other pertinent regula-	163		of the Vessel shall be in the exclusive control and	290
tions. Falling such proper notification, marking or	184		COMPAND OF THE CHARGE THAIR Macter Company and	231
packing the Charterers shall indemnify the Own-	165		USW 1118 VSSSS Will be obtained and the confined	232
ers in respect of any loss, damage on liability	168		hereunder will be rendered as requested by the	233
residential and possessive and delight of its and	187		Charterers, subject always to the exclusive right of the	234;
whatsoever and howsoever arising therefrom. The	168		WINTER OF USE INSERT OF THE Various to Automatics.	235
Charterers accept responsibility for any additional	169		whether operation of the Vessel may be safety	236
expenses (including relies at ament expenses) in-	170		ungertaken. In the benormance of the Charles to the	237
curred by the Owners in relation to the carriage of explosives and dangerous cargo.	171		the Owners are deemed to be an independent	238
(IV) Hazardous or noxious substances, subject to:	172		contractor, the Charterera being concerned only with	239.1
Clause 14/9 conservational and a line	173		the results of the services performed.	240
Clause 14(f), proper notification and any perlinent regulations.	174	T .		241
(d) Enviror up of Veccol. The Chartegore shall have	175	8.	Owners to Provide	242
the eption of laying up the Vocael at an agreed safe.	176		(a) The Owners shall provide and pay for all	243
port or place for all or any person or the Charter Period	177		PIDVISIONS, WAGES and all niher avonence of the Manual	2/4
in Apigit case the Filip becoming the poulting to the	178		Charles and Ottowall Halling and and sold at the	246.
bard part. It the beyond of enour lay the exceede 30.	179		Value of the machinery and entirement to enacted to	246
Consociation data. The in the little was a second of the consociation of the consociat	180		CHILLIAN A GIAU CAUCIN BY DIMENUAD DIVINISHAL IN USIN	247
consecutive days, there shall be credited ogainst such	181		Primar Cally, for all insurance in the Vernet afficient	248
Hirotho amount which the Owners shall repsendely	182		CIN UNITED TO THE COLUMN TO THE MODERN AND AND AND AND AND AND AND AND AND AN	249
have saved by way of reduction in expenses and	183		CURUSHIII. WI OPCK CONITIONS OF PROPERTY AND ACTION	
everticade so a recult of the lay up of the Vescal.	184		WOLDS I CHANGE IN THE CONTROL OF THE PARTY O	250
70 Master and Crew			GUIDEDS III DEIDOIN, AND SII SIMMASIKE XULKULE LED.	251 252
(a) (i) The Master shall carry out his dittes promptly	185		Out this strong contines and the Changes and and an area and a	
and the Vessel shall render pil reasonable	(85		THE CHANGE CARRIE TO COVET AN HIGHINGS FOR ASSESSION.	253
services within her capabilities by day and by night	187		Diagres appellation to the Macter Officers and Amile	264
and af such times and on such schedules as the	188		CUSTOTION OF ITHOUT HUMAN ANSIMA OF ANY ITHIN AND AND AND AND AND AND AND AND AND AN	255
Charlerers may reasonably require without any	189		Policification of this Linester Polici in solution to the	256
obligations of the Charterers to pay to the Owners	190		DOISUILE CITECIS OF the Master Officer and come	
or the Master Office at the Carting to the Cymers	191		in relation to the stores, provisions and other matters	258
or the Mester, Officers or the Crew of the Vesset	192		as aforesald which the Owners are to provide and/or	259
any excess or overline payments. The Charterers	193		pay for and the Owners shall refund to the Charterers:	280
one another trail lie this water with all lie trailine and	194		eny sums they or their agents may have paid or been	281
salling directions and the Master and Engineer	195	i	compelled to pay in respect of such liability.	262
shall keep full and correct logs accessible to the	196	- 1	91 Un Columnation Vescol shall be an in-	263.
Charterers or their egents.	197		pppropriate, at the Owners' expense with any towing and	264.
(II)(1) No Bills of Lading shall be issued for	198	<u>4.3</u>	mehor handling equipment specified in ANNEX A.	-265°
shipments under this Charter Party,	189	.35	THE PARTY OF THE PROPERTY OF THE PARTY OF TH	266
(2) The Master shall sign cargo documents as		9. (Charterers to Provide	
record by the Charles in the form at a con-	1.00			267
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	SUPPLYTIME 2005	Time Chair	i PSIS FAN ED		for Offshore Service Vessels	
	provide and pay for all fuel, lubricants, water,	.269	rái.Ls	III.Y,	TOT OTISTICIO SELVICO Vessols	•
	dispersants, firefighting foem and transport thereof, north	270			DOBIO BE (BOBIVEN) At the orige propolition of the stand	338
	charges, pilotage and boalmen and canal steeramen	271			AND MAIL OF COUNTREY UNIESS Of Antique efficient in Con-	387
	twitten compulsory of not), taution him trinippe	272			22 THE THE WHOLE BUSH DIVINGE THE BUNKANS.	338
	Incurred in connection with the Owners' business), light	273			on board at delivery at the list price and the Owners	338 339
	dues, and assistance, canal, dock, harbour, formage and	274.			shall purchase the lubricants on board at redelivery at the list price.	340
	other dues and charges; agencies and commissions	275				341
	incurred on the Charterers' business, costs for security	276			(c) Bunkering The Charlerers shall supply fuel of the	342
	or other watchmen, and of quarantine (if occasioned	277			specifications and grades stated in Box 19 (IV). The fuels	343
	by the nature of the cargo carried or the porte visited	278	-		shall be of a stable and homogeneous nature and unless: otherwise agreed in writing, shall comply with ISO	344
	whilst employed under this Charter Party but not otherwise.	279			standard 8217;1995 or any subsequent amendments	345
	His Arall Hono the Obstance Call St.	280			thereor as well as with the relevant provisions of	346
	(b) At all times the Charterer shall provide end pay for the foeding and unloading of cargoes so far as not.	281			MARPOL. The Chief Engineer shall co-operate with the	347
	done by the Vessel's craw, cleaning of cargo lanks, all	282			A THE POST OF THE PROPERTY OF THE PROPERTY AND THE PROPER	348
	necessary dumnage, uprights and shoring equipment	283			YOUR WALLES THE PROPERTY OF TH	349
	for securing deck cargo, all cordage except as to be	284			WARREST THE THE RELIGIOUS OF CHARGING AND ASSESSMENT OF THE PARTY OF T	350
	provided by the Owners, all ropes, slings and special	285			COMPANDED IN SECTION OF SOURCE MANAGES	351
	runners (including bulk cargo discharge hoses) actually	286			200 COUNTY CHANGE STORY STORY STORY OF THE PROPERTY OF THE PRO	352
	used for loading and discharging, thert gas required for	287.			ANGINORY TO MIT TO BE BEEN ABOVE A SAME AND	353
	the protection of cargo, and electrodes used for ofshore	288			LONG FOUR POINT BY GIOSE BY BARRING TA HEAT TAXALLY	354
	WORS, SING STRILL CHINDLESS the Owners for the section	289			We have middle of the Sembles shall be labelled and	355 356
	Cost of replacement of special months lines to offelious	290 291			Appelled that altitled by suppliers. Estinf Employees and Marie	357
	Units, Wires, Tylon Spring lines Big. used for offerore	292			Voter to to the little Buenner I was spinning chall be established.	358
	WORKS, AN NOSS CONTROLLING and adaptors, and Suffice:	293			AT A 12 AND MICE S CHO CHE SEAD DA MA CARREL SEA H."	359
	shall retill oxygen/acetylene boltles used for offshale	294			Wildiam it gift Citill Stigling arise in reconcernation	350/
	WORKS:	296		1	Widney Of Specification of gradue of the finale attention	381
	(c) Upon entering into this Charlet Party or in any	296			NIC SERVICE OF THE RIGHT PROPERTY OF STANSAULT LIGHT.	362
	event no later than the time of delivery of the Vocasi	297			Milelyseu by & Qualified and independent laborations	363
	The Charterers shall provide the Owners with whiles we	298		- 1	LVI - LIDSTILV - ING CORDAPARE Chall ha linkle Jan	:364
	arry operational plans of documents which are	289			loss or damage to the Owners caused by the supply of	365
	necessary for the safe and efficient operation of the	300		-	Principal and the principal and the property of the principal and	368
	Vessel. All documents received by the Owners shall be	301		ř	specifications and grades set out in Box 19 (IV) and the	387
	returned to the Charterers on redelivery.	302		ì	Owners shall not be held liable for any reduction in the	368
	(d) The Charterers shalf pay for customs dulies; all	303		C	/essel's speed performance and/or increased bunker consumption nor for any time lost and any other	389
	permits, import dulies (including costs involved in	304:		ā	consequences expling as a result of such subbly	370
	establishing temporary or permanent importation	305	4.0	_	Tankan diesig asid tosuit di suot supply.	371
•	bonds), and degrance expenses, both for the Vessel	306:	11	. 8	MCO ISPS/MTSA Clause for Time Charter Parties	372
	and/or equipment, and spares required for, or arising out of or during this	307		(a	" U 149 UMIBIS SIBII DOMIN SIIN HIS MANION ALL	373
	Charter Party. See also clauses 41, 42, and 46.				VI MID HILDINGROTTER COOR INT THE CONTINUE AS OF THE	374:
	(e) The Charterers shall pay for any replacement of	308			SMULTIGROUS and the relevant empirical and the second seco	375:
	any arichor handling/towing/lifting wires and accessories	309			WARRING AT U. SULAS ASPS DAMA BALLES AT	376
	which have been placed on board by the Owners or the	310			THE YEASE MILL THE LOMINARY ISD HORARY LOUGH	377
	Charlerers, should such equipment be lost damaged or	311			TO COUNTY I LEGIS TO DO THE THE THE PLANT	378
	become unserviceable, other than as a result of the	312: 313			VI POSSING GILLUUM DIIMMI SIGIAG MAIOTO ALA	378
	Owners negligence.	314			Owners shall also comply with the requirements	380
	(f) The Charterers shall pay for any fines, taxes or	315			of the US Maritime Transportation Security Act	381
	Imposts levied in the event that contrahand unition	316			2002 (MTSA) relating to the Vessel and the	382
	Unmanifested drugs englor gardines are found to have.	317		(11)	*Owner* (as defined by the MTSA).	383
	DOOR SHIDDED AS DOLL OF the Company and for its control of the	318		V.3	Upon request the Owners shall provide a copy of	386
	Of Doald: The Vessel shall remain on him skilling and	319				365
	time lost as a result thereof. However, if it is petablished	320			Territorial to the Chademan The Action	388
	that the Masier, Officers and/or Crow are involved to	321				387
	smiggling men any financial security required shall be	322			UCINIB OF THE COMMOND Consider Office about	388
	provided by the Owners.	323		(11)		389
10:	Bunkers				MOO VAINGUST, HANNING OF HOLDY Invaluation	390
	(a) Quantity at Delivery/Redelivery.—The Vessel shalf	324			CUISCOUCHISI IOSB, CAMAROS, CAMAROS AS ASSESS	391
	be delivered with at least the quantity of fuel as stated	325			videdu Dy Itiliulo Off Inc nart of the Odinarian	392
	III DOX 19 (i) and the Vessel shall be redultioned take	326			UID COMPANY TO When to home builting the	93
	800ut the same quantity as on delivery provided allower	327			I CHAIR BUILD IN ISPS CONDITION OF THE STATE	
	UNAL THE QUARTILY OF THEIR BY PAYIA RIGHT IS SET ASSET AND STATE	328			Viduot sitali pe lorina Duztara annotati	1\$5 Mar
	10 810W Ind Vessel to salely reach the resease with at	329		(b)	(ii) The Charleters shall regulate the Charleter 1	96 97.
	WINDS USES OF THE FEGULVED TYPE OF PROPERTY OF THE PROPERTY OF	330 331	,	•	uro indistor with incir tull sivia confact details and	
	10) Purchase Price - The Charlengre shall number	331 332			upon request, any other information the Currow	98 99
	THE IURS OF DOORS at delivery of the price prevention of	333 333			tailing to comply with the ISPS Constants.	00: 9a:
	THE THE BUT DOT OF DELVERY Unless minorials of close in	334 334			Full 18 (TOO) In Charles of the Charles of the said	w: h:
	DOX 19 (II) and the Owners shall purchase the frield on	335			SUU GIBROS DECIOS LIPO Aniar Info Alabania.	n 12
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SUPPLYTIME 2005	Filme Charte	ART II. r Party for Offshore Service Vessels	
		from Hire due:	472
The Charlerers shall provide the Owners with	405	If payment is not received by the Owners within 5	473
their full style contact details and, where sub-	406	banking days following the due date the Owners wa	474
letting is permitted under the terms of the charter party, shall ensure that the contact details of all	407	entified to charge interest at the rate storad in Poy of	476
emp-operate are likewise broylerd to the	408 409	on the emount outstanding from and including the Aug.	476
Owners :	410	date unit payment is received.	477
(ii) Except as otherwise provided in this Charter Party.	411	Where an Involce is disputed, the Charterers shall notify	478
loas; cemages, expense or delay (expluiting	412	the Owners before the due date and in any event pay the undisputed portion of the Invoice but shall be entitled	479
consequential loss, damages, expense of delay).	418:	to withhold payment of the disputed portion provided	480
caused by fallure on the part of the Charterers to	414	that such portion is reasonably disputed and the	481 482
comply with this Clause shell be for the Charterers!	416	Charleters specify such reason, interest will be	483
account. (c) Notwithstanding enything else contained in this.	416	chargeable at the rate stated in Box 25 on such disputed	484
Charlet Party all delay, costs or expenses whatsoever	417° 418°	amounts where resolved in favour of the Oursers.	485
arising out of or related to security regulations of	419	Should the Owners prove the validity of the disputed	488
measures required by the port facility or any relevant	420	portion of the invoice; belance payment shall be received	487
authority in accordance with the JSPS Code/MTSA	12	by the Owners within 5 banking days after the dispute	48B
including, but not limited to, security guards, launch	122	is resolved. Should the Charterers, claim be velid, a corrected invoice shall be issued by the Owners.	489
services, bug eacons, port security fees of fexes and	423	(f) (l) Where there is a failure to pay Hire by the due	490
Inspections, shall be for the Charterers' account, unless	424	date, the Owners shall notify the Charlerers in:	491 492
such costs or expenses result solely from the Owners'	425	writing of such fallure and further may also suspend	493 493
negligence. All measures required by the Owners to	428	The performance of any or all of their obligations	494
comply with the Ship Security Plan shall be for the Owners' account.	427	under this Charler Party until such time as all the	495
(d). If either party makes any payment which is for the	428 429:	THE due to the Owners under the Charler pain?	496
other party's account according to this Clause, the other	430	has been received by the Owners. Throughout any	497
party shall indemnify the paying party;	431	period of suspended performance under this	498
		Clause, the Vessel is to be and shall remain on	499
12. Hire and Payments (a) <u>Hire.</u> The Charterers shall pay Hire for the Vessel	432	Hire. The Civiners' right to suspend performance under this Clause shall be without prejudice to any	500
at the rate stated in <u>Box 20</u> per day or provata for part:	433	other rights they may have under this Charter Party.	-501
thereof from the time that the Vessel is delivered to the	434 435	(II) If aller 5 days of the written molification referred	502 603
Charterers until the expiration or earlier termination of	438	to in Clause 12(1)(1) the Hire has still not been	504
this Charter Party.	436 437	received the Owners may at any time white Hire.	505
(b) Extension Hire - If the cotion to extend the Charter	438	remains outstanding withdraw the Vessel from the	506
Period under Clause 1(b) is exercised. Hire for such	439	Charlet Party. The right to withdraw is to ha	507
extension shall, unless stated in Box 21, be agreed,	44D.	exercised promptly and in writing and is not	508°
between the Owners and the Charterers. Should the	348	dependent upon the Owners first exercising the	509
parties fall to reach an agreement, then the Charterers	442	right to suspend performance of their obligations: under the Charlet Party pursuant to <u>Clause 12(hill)</u>	510:
shall not have the option to extend the Charter Period. (c) Adjustment of Hire. The rate of file shall be	443	above. The receipt by the Owners of a payment	:511
adjusted to reflect documented changes, after the date	444° 445°	TOM THE Charteres after the five day negled.	512 513
of enleding into the Charler Party or the date of	446	reletted to above has expired but order to the	514
commencement of employment, whichever is earlier.	447.	notice of withdrawal shell not be deemed a watuer:	515
in the Owners' costs arising from changes in the	448	of the Charles flow to cancel the Charles Party.	516
Charterers' requirements, or regulations governing the	449	(iii) Where the Owners choose not to exercise any of	517
Vessel and/or is Crew or this Charter Party or the	460	the rights afforded to them by this Clause in	518
epplication thereof. [d] <u>Invoicing.</u> All invoices shall be issued in the	461	respect of any particular late payment of Hire, or a series of late payments of Hire; under the	619)
contract currency stated in Box 20. In respect of	452	Unafter Party, this shall had be construed on a	520°
reinforrable expenses included in currencies other than	453 454	Walver of their right either to suspend performance	521∂ 522
the contract currency, the rate of exchange into the	455	under Clause 12(f)(i) or to with from the Voccon	523
contract currency shall be that quoted by the Central	456	from the Charter Party under Clarge 1979/11 in	524
Bank of the country of such other currency as at the	457	respect of any subsequent late payment linder	526
date of the Owners' invoice, invoices covering Hire and	458	ute Charter Party.	526
any other payments due shall be issued monthly as:	459	(iv) The Charleters shall indemnify the Owners in	527
stated in Box 22(ii) or at the expiration or earlier	450	respect of any liabilities incurred by the Owners under the Blit of Lading or any other contract of	528
termination of this Charler Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery	461	causage as a consequence of the Owners, broker	629
shall be involced at the time of delivery.	462	suspension of and/or withdrawal from any or all	530
(e) Payment s Payments of Hire, bunker involces	463 464	of their obligations under this Charter Party.	531
and disbursements for the Charterers' account shall be	465	•	522
received within the number of days stated in Box 24.	466	(9) Audit. The Charterers shall have the right to	633
from the date of receipt of the invoice. Payment chall	167	appoint an independent chartered accountant to audit the Owners' books directly related to work performed	634
be made in the currency stated in Box 20 in full without	468	under this Charter Party at any time after the conclusion	535.
discount to the account stated in Box 23:	459	of the Charter Party, up to the expiry of the period stated	638
However, any advances for disbursements made on	470	In Eox 25, to determine the validity of the Countries	637
behalf of and approved by the Owners may be deducted	471		538 540
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	SUPPLYTIME 2005	Time Charter	arty for Offshore Service Vessels	'
•		010	Upon commencement of the Charlet Period, the Owners	608
1	principal place of business during normal working hours.	541	egree to furnish the Charterers with the Owners'	
ã	Any discrepanoles discovered in payments made shall	542	proposed drydocking achedule and the Charlerers	609
	be promptly resolved by Invoice or credit as appropriate.	543	agree to make every reasonable effort to assist the	810
9.7.0	Suspension of File		Owners in adhering to such predetermined drydocking.	611
		544	schedule for the Vessel.	6 12
3	a) It as a result of any deficiency of Crew or of the	.545	******	613
Ž.	Owners' stores; strike of Master, Officers and Crew,	546	14 Liabilities and indemnities	814
Ľ	reakdown of machinery, damage to hull or other	547	(a) Definitions	615
6	ocklents to the Vessel, the Vessel is prevented from	548	For the purpose of this Clause "Owners" Group shall	616
. у	vorking, no Hire shall be payable in respect of any time	549	mean: the Owners, and their contractors and sub-	D10
li li	ost and any hire paid in advance shall be adjusted	550	contractors, and Employees of any of the foregoing,	617·
. A	cooldingly provided always however that Hire shall	551	For the purpose of this Clause for the total only	618
n	of cease in the event of the Vessel being prevented	552	For the purpose of this Clause "Charterers" Group shall	519
fr	om working as aforesaid as a result of:	663	mean; the Charterers, and their contractors, sub-	620
4		554	contractors, co-venturers and customers (having a	621
1.4	and (iv);	555	contractual relationship with the Charterens always with	622
J) quarentine or risk of quarentine unless caused by	558	respect to the job or project on which the Vessel is	620 621 622 623
321	the Master, Officers or Crew having communication		employed), and Employees of any of the foregoing.	824.
	with the shore at any infected area not in	557	(D). Knock for Knock	625
	connection with the employment of the Vessel	658	(I) Owners Notwithstanding anything else contained	626
	controver with the atthroyouth of the Aessel	559	ID DIS CHARGE Party exception Clauses Reven	627
	without the consent or the instructions of the	560	9(b), 9(d), 9(f), 10(d), 11, 12(f)(ly), 14 (d), 15 (b),	628
	Charteres)	561 -	18(c), 26 and 27, the Charterers shall not be	629
(1)		562	responsible for loss of or damage to the property	OCB.
	exposure to abnormal risks at the request of the	563	of any member of the Owners' Group, including:	630
	Charterers:	564	the Marcal or formers and full areas a second	631
(iv)	detention in consequence of being driven into port	686	the Yessel, or for personal injury or death of any	632
	or to enchorage through stress of weather or	566	member of the Owners' Group arising out of or in	633
	trading to shallow harbours of to river or ports	567	any way connected with the performance of this	634
	with bars or suffering an accident to her cargo;	586	Charles Perty; even it such loss, damage, injury or	635
	when the expenses resulting from such detention		geath is caused wholly or partially hy the aid	636
	shall be for the Charlerers' account however	569:	neglect, of default of the Charletens Group, and	637
	suggether minute entonemore according UDA#806ABL	570	even if such loss, damage, injury by depits to content	638
AX		571	wholly or partially by unseaworthiness of any	639
(7)		572	vessel, and the Owners shall Indomnify, protect.	640
(VI)		573	defend and hold harmless the Chartere's from any	640
	servants or agents.	574	and against all claims, costs, expenses, actions,	641
{b}	Liability for Viessel not Working The Owners'	575	proceedings, sults, demands and liabilities	642
llab	ility for any loss, damage or delay sustained by the	576	tripaje out and and and and a state of a sta	643
- Cha	uterers as a result of the Vessel being prevented	577	whatsoever arising out of or in connection with such	644
fron	working by any cause whatsoever shall be limited	578	loss, damage, personal injury or death.	645
10 8	uspension of hire, except as provided in <u>Clause</u>	579	(ii) Charterers Notwithstanding anything else.	646:
11(8	100.	58D	contained in this Charter Party excepting Clause:	647
(c)	Maintenance and Drydocking - Notwillsstanding		11, 15(8), 16 and 26, the Owners shall not be	648
Cian	se 13(a), the Charterers shall prant the Owners a:	581	responsible for loss of, damage to, or any list lifty	649
- Color	Internal 722 Leaves and Line Children 8	602	arising out of anything lowed by the Vescel and	650
illey	limiting of 7224 hours on hire, of which 24 hours shall be	-583<	cargo ladan upon or carried by the Vessel or her	651
cum	ulative, per month or pro rate for part of a month	584	tow, the property of any member of the Chalterers"	
TOTA	the commencement of the Charler Period for	585	Group, whether owned or chartered, including	852
main	lenence and repairs including drydocking	588	from Michael India as the second of the second	653
(here	sinaffer referred to as "maintenance allowance").	587	their Offshore Units, or for personal injury or death	B64
The!	Vessel shall be drydocked at regular intervals. The	588	of any member of the Charterens' Group or of	855
Char	erens shall place the Vessel at the Owners!	589	anyone on boam anything towed by the Vessel,	.656:
dispo	sal clean of cargo, at a port (to be nominated by	590	arising out of or in any way connected with the	657
fhe C	where at a later date) having facilities sulfable to	591	performance of this Charter Party, even if such	656
the O	where for the purpose of such drydocking.		loss, damage, liability, injury or death is caused	659
Doda	A togganable timero time total for the street	592	Wholly of partially by the act, treplets of default of	660
روزون دروزون	g reseanable voyage time taken in transita:	593	the Owners' Group, and even Kerich loss.	661
UCLIVE	en such port and Area of Operation the Vessel	594	damage, liability; injury or death is caused wholly	662°
snau	be on hire and such time shall not be counted	595	or partially by the unseaworthiness of any vessel;	
again	st the accumulated maintenance allowance,	598	and the Charterers shall indemnify, protect	663
Hire a	hall be suspended during any time taken in:	697	defend and hold harmless the Owners from any	664
maink	enance repairs and drydocking in excess of the	598	and powers all plantaged the towners from any	865
Accum	nulated maintenance allowance:	599	and against all daims, costs, expenses, actions,	660
In the	event of less time boing taken by the Owners for	600	proceedings, suits, demands, and liabilities	887
mosin	and drydooking or, alternatively, the Charterers		whatsoever arising out of or in connection with	568
not me	king the Vessel available for all or part of this	601	such loss, damage, liability, personal injury or	869
firms 2	he Charterers shall, upon expiration or earlier	602	Joean,	670
unita i	no Charleton and the property of the section of SAIIS.	603	10) Consequential Damades	671
rectality	allon of the Charter Parly, pay the equivalent of	604	Modeling wanter that the Walter Park of	
.ine ga	lly rate of Hire then prevailing in addition to Hire	605		672
Duterw	ise due under this Charler Party in respect of all	606		678 [,]
such ti	me nol so laken or made avallable.	ROZ		67 4
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PART II

	A STATE OF THE PARTY OF THE PAR		PARTIL
	SUPPLYTIME 2000 and indemnity the other from and applicat all such claims	7 Time Charte	ter Party for Offshore Service Vessels
	from any member of its Group as defined in Clause		LIKE VWIGHS SHELL DE HADIS for part deres to the annual to
	34(a),	677	And the supplier of the supplier of the supplier of the supplier.
	Consequential damages shall lead the source sur	678 679	VIGINIA VOSIS EXOBILESS, ROTIONS INTERNATIONAL ATTAC
	WITHCO ID, IOSS OF USE JOSS OF Droffle ships in or loop of	880	VEHICLE SHIP IN THE SHIP IN TH
	PRODUCION SIIC COSI OF INSITIATION Whitehar or not	681:	of threatened pollution demage and the cost of cleanup 748
	TO BE COUNTY OF THE CHARGE DOWN	682	SELECTION OF STREET TOWN AND ANALYSIS AND ACTUAL TO THE
	(a). Limitations	683	
	Nothing contained in this Charter Party shall be	684	VINUE SOUR OF HOURS IN THE Viscosi nowant as a second
	CONSTITUED OF held to deprive the Owners of the	685	amanate from cargo thereon or therein.
	Charterers, as against any person or party, including	.686	(b) The Charterer shall be liable for and egree to: 763 The Charterer shall be liable for and egree to: 763
	45 808(05) 9800 Older, of any right to claim limitation at	087	
	idulity DIDVIDED DV BITV BITMICANIA (sig. clatical as	688	MANUFACTOR CANDING STREET TO A
	convention, save that nothing in this Charlet Party shall	689	demends, liabilities, kies or damage whatsoever arising 756
	reale any right to limit liability. Where the Owners or	690	out of or resulting from any other actual or threatened 757
	he Charterers may seek an indemnity under the	891	poliution damage, even where caused wholly or partially. 758 by the act, neglect or default of the Owners, their 759
3	rovisions of this Charter Party or against each other in espect of a claim brought by a third party, the Owners'	592	
19	r the Charterers shall seek to limit their liability against	693	
	uch third party.	694	TAS ATTEMPTED TO THE CONTROL OF THE
į.	Himataya Clause	695	CALIFORNIA THE MASIEL DAVE BY A HARRY RATE OF THE STATE O
Ò		696	obliged) to place on board the Vessel and/or have in 764
A.	limitations of liability, Indemnities, privileges and	697	
	conditions granted or provided by this Charter Party	698	ANYONE UNIO DE LIXARE EINSTRINGE FORMANIALE
	or by any applicable slatute, rule or regulation for	699	UPSOLVE THE HEASTING DEIDLE TOKON POR CONTRACT AND THE
	VIO DONOIR OF UNBITATIONS shall plan continue	700	THE PROPERTY OF THE PROPERTY O
	and De tor the pendit of the Charterers' warent	70) 702	
	Billiated, 1918160 and Subsidiary companies the	702 703:	VOLKOVO GRU ID LIDVING SOURCE DOMINIMANT SALES S
	Unational Contractors, subject of the contractors and the contractors are contractors.	704:	TO THE PROPERTY OF THE STREET AND
	VERTURES and challenges through a contract of	705	wire governor, as and controlled librar materials.
	10000001010 WITH THE Charterers, always with	706	WINDOWNER CONTROL DESIGNATION OF THE PROPERTY
	respect to the ion of protect on which the Vessel is	707	Process of intelliging specifically all the process of the second state of the second
	employed; Mair respective Employers and finale	708	the threat of pollution damage:
enel	[88D9CLIVE Underwriters.	709	16. Wrack Removed
(11)	All exceptions, exemptions, defences; immunities;	710	If the Veggel heromes output the second seco
	United One of Italian Indicated and Italian of the	711	"WINDOWS SIMILED BY TRITOURS IN APPLICATION OF THE PROPERTY OF
	GUIGIBUIS GENERO OF PROVIDED by the Charles Danie.	712	MARIOTAN HERRING REPRESENTATION OF THE ARREST MARKET ALC:
	U DY GHY ODDICADIO SIGNIE: THA OT requisitor for	713	TOPOUR DE LACREST OF AR STOPPIN OF Administration and a second
	the benefit of the Owners shall also apply to and	7.14	
	be for the benefit of the Owners' parent, effiliated,	715	VINDOUNI WILL IN THRING PARMON ANNIA LINE
	related and subsidiary companies, the Owners	716	
	contractors, sub-contractors, the Vessel, its Master	717	
	Officers and Crew, its registered owner, its operator,	718	17. Insurance 784
	its demise charterer(s), their respective Employees and their respective underwriters.	719	197 AV THE CONTROL STEEL DESCRIPTION AND ADMINISTRAL TO THE STATE OF T
(iii)	The Owners or the Charterers shall be deemed	720	COCCA FOR THIS QUIRNION OF THIS Chieffor Darks work
fates	to be acting as agent or trustee of and for the	721	reputable insurers, the insurences set forth in 787
	benefit of all such persons and parties set forth	722	CHRIST D.
	above, but only for the limited purpose of	723	WILL BIRL SIZE DOE TO LOSE THOM THOMAS IN A SHARE A
	contracting for the extension of such benefits to:	724	he for the compared to the compared to the form of the compared to the compare
	such persons and parties.	725:	AS AN US SOLUTION OF THE PARTIES.
(f) [*]	Hazardous or Novious Substances	726	(ii) The Charleters shall upon request be named as 792
. Notwi	instanding any other provision of this Charles Daw.	727	co-insured. The Owners shall upon request cause 793
(2) (1)()	ULITURY, UIS CHARGOES SHALL AND VE has	728	insurers to waive subrogation rights against the 794 Charterers (as encompassed in Clause 14(e)(ii); 768
respo	ISIDIE 101 any losses: riampone or linkilities	.729	
sunen	d by the Owners' Group, by the Charleson, as	730	
OV UNI	LUBRURS, WILL RESIDENT OF THE VALUE AND	781	WIND ARE DITTORIAL BACK PROMINE ALL Mr. A. T.
proper	Y, DBISONS INDIVIDUAL CONTRACTOR OF A CONTRACT	732	which are properly the responsibility of the Owners under the terms of this Charter Party.
WITCH	USSCO CAMBOOS OF Habilities are caused discult.	733	(D) 100 Owners theil upon regulation for the
OF MICH	BONY, OS B 1930 DE THE VERRAL & CONTONS ALONG	734 786	
nezaro	OUE OF FIOXICUS SUbstances in whatever form on	735. 736	MOVING DUNGSTON BUTTERS AND TO USE HER ILL. A
ordere	by the Charterers, and the Charterers shall		
aetena	Indemnity the Owners and hold the number	737 738	
namie	8 101 any expense, lost of liability unintercourse		(c) If the Change felt to annual to
OUTOW	Devel alising with respect to the company of	730 740	moutaine fourierients the Charloten was assured
nažaidi	da or noxiona substances,		
		741	Grand Party Dirigings similar and and and and
Pollutio	Programme and the second second	742	WG UNDERING TOOT AND TO MOUNT OF A TALL AND
(a) E	cept as otherwise provided for in Clause 18(c)(iii)		1908 Sold September 1909 September 1909
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	SUPPLYTIME 2005	Time Cher	ay D	e i	y for Offshore Service Vessels	
	under this Charles Party	810	rei î	ati	A ini citalicie pervice Assels	
18	Saying of Life and Salvage				Whatscever in respect of any toes of life, injury	878.
ı.Y	(a) The Vessel shall be permitted to deviate for the	811:			damage or other loss to person or properly	879:
	bribose of easing life at see without buot abboord of	.812			however alsing from such essistance.	880
	or notice to the Charlerent and without loss of Hire	.813		1	0. Lien	861
	provided however that notice of such deviation is given	814			The Owners shall have a lien upon all cargoes and	882
	as soon as possible.	815			equipmon to all cloths against the Charletons mode.	183
	(b) Subject to the Charterers' consent which shall say	818			wife Vice the Fally and the Charleton shall have a like	884
	be unreasonably withheld, the Vessel shall be at liberty	817			VILLIO VOSSE TOCKE MODIER DAI/ In priverea and age	885
	U Uncertake attempte at salvade. If helm timbertake	.818 .819			COLLEGE THE CHARGE WILL NOT STAFF AND ASSET TO SEE	866
	that the Yessel shall be off-hire from the time she leaves				out the control of the state of	887
	POIL OF COmmences to deviale and the shall remain	820			of Wish sublish which might have who the most in the	888
	OT-1110 Util 816 IS SOAIN in avery way ready to resume.	821 822			PRO HINDION ULLED CHARLES IN LITE VARIED SUMANI MA	889
	THE Underens service at a position which is not less	823			PIOVAIGU III CHEUSO 14. Tha Charlarare abell landeute.	890:
	Tay Out Both ID Ing. Change in an the profit of the	824			and the the two seamings and return at	891
	UTRO OF ISEVITO POR OF DEVIATING for the Ralvage continue	825			WINDSOME BETTIED BYRKING THAN THE VESSEL AND ALL	892
	74 Salvage mones samed by the Vestial shall be divided	826			Attacked Fullou Walle She is inder the control of the	893:
	CHURIN DEIWOOD INS OWNERS and his Charleters offer.	827			A PARTICIST AND AGRICULTURE STATE THE PROPERTY.	894
	deducting the Masters, Officers, and Crew's share form	828			SHOUSE VALUE HIS CORPANYO OF The Verse of Live Size.	895
	expenses, yaite of the end lubicants consumed Hira.	829			Charterers or out of any neglect of the Charterers in	896
	Of the Vessel lost by the Owners during the solitorer	830			IDIANULU (DE VESSEI OF THE CHARACTER HEREAL	896 897
	repairs to demade sustained, if any and any diser	831		,	Should the Vessel be arrested by reason of claims or	898
	EXTROXONARY LOSS OF EXTERIOR SUSTAINED BE G MOUTH AT	632			mona enjamin util Olifier Oberetian Recollings stations	898
	ine salvage)	833			brought about by the act or neglect of the Owners, the	900
	The Charterers shall be bound by all measures taken	834			Cherry 2101 St. IIIST OWI AVIDAGE TOPE AT	901
	DY THE CHANGES IT DIGGT TO SECURE DAVIMENT of echange	835			reasonable steps to secure that within a reasonable time	902
- 1	and to fix his amount.	836			the Vessel is released and at their own expense put up half to secure release of the Vessel.	903
	(c). The Owners shall walve their right to claim any	837				904
	ward for salvage performed on properly owned by or	838	2	0,		obe.
	contracted to the Charterers, always provided such	839		•	(8) Charleters. The Charleters shall have the contract	905
ļ	roporty was the object of the operation the Vessel was	840			Y SUMBLING BURNING OF JOSEPHO THE VECCOL AS HAD	907
10	hartered for, and the Vessel shall remain on hire when	841			10050H OF COMDSOV not compared with the comme	908
	endering salvage services to such property. This waiver	842			GUDICA (C.IIIS CANDER, DROC approved tribial at a process	909
ř	without prejudice to any right the Vesse's Master;	843			arrespondency with the control of the property of the standard of the control of	910
if	fficers and Crew may have under any title:	844			VIV VIIIICO UNI IN ORDINAL INARIAMENTE CHAR ALIAGA	911
ď	the Owners rander assistance to such property in stress on the basis of "no claim for salvage", then	845			PRINCIPLE OF THE PRINCI	912.
Di	Awithstanding any other provisions contained in this	846			WITH VIENDS PERV. The nerson of common tables 25.20.	913
Č	narter Party and even in the event of neglect of default	847			99149111131 IOSSIGNAL OF IODA DOO INCIC ASSISTANCE AND ADDRESS OF THE PROPERTY	914
of	the Owners, Master, Officers or Crew	848			' NAME OF THE PROPERTY OF THE	915
(1)	The Charlerers shall be responsible for and shell	849.			MIGRICIOS REFERENCE DE LOS CHOMOS DANS	916.
1.7	indemnify the Owners against payments made	850			THE WHILE HERE IS NOT WHILE A CONTRACT OF	917
	under any legal rights, to the Master, Officers and	851			COUNTRY (THE STIAL) DB DAM AS STREAM NOTION AT A	918
	UPSWIN REISHON to such assistance:	852 863			VIGORO SKIN DEL LIMPERENT HOVEN HAVAR AND AND A	919
(11)	The Charterers shall be responsible for and shall	854:			the nature and period of any intended service of the Vessel,	920
	remourse the Owners for any loss or demana-	855			Philippoint a minimum and a second	921
	SUSTAINED by the Vessel or her entirement hy	856			(b) Owners The Owners may not assign or transfer	622
	70850h Of Civing Such assistance and shall also.	857			any part of this Charler Party without the written approval of the Charterers, which approval shall not be	923
	pay the Owners' additional expenses thereby	858			Unreasonably withheld, Approval by the Charlerers of	924
	incurred.	859				925
(11)	The Charterers shall be responsible for any actual	860		i	owners of their responsibility for due performance of	926
	Of potential spill, seepage and/or emission of any	861		1	he pair of the services which is subtet or easigned.	927
	DOMULENT NOWSOEVER CRUSSED contribute utilities to a	862			A STATE OF THE PROPERTY OF BURNINGS	928
	offshore site and any pollution regultion therefore	863	21.		ubstitute Vessel	929
	Wheresoever it may occur and including but not	864		1	The Owners shall be entitled at any time, whether before	930
	IMITED TO THE COST OF SUCH MEASURES as are	865			WINDLY OF SUREY CERESTING FILLIANS IN A PARTY MANAGES	931
	reasonably necessary to prevent or miligate.	866		¥	PROTECT OF BUILDING PARCEL CHARACTER IN A PRODUCT OF	932
	pollution damage, and the Charterers shall	867		p	nor approval which shall not be unreasonably withheld.	933
	indemnify the Owners against any liability, cost	858	22	Ħ	MCO War Risks Clause CONWARTIME 2004	
	or expense saising by reason of such actual or	869		li	For the purpose of this Clause, the words:	934
TAA	potential spill, seepage and/or emission.	870		Ü	Owners shall lead to the Classe, the words:	1935 .
(iv)	The V essel shall not be off-hire as a consequence	871		.,		936
	of giving such assistance, or effecting repairs	872			chalterers, disponent owners, managers of other operators who are charged with the management	937
	under Clause 18(c)(f), and time taken for such	873			of the Vessel, and the Master, and	639
	repairs shall not count against time granted under Clause 13(c).	874		(1)	"War Risks" shall include any actual, threatened	939
(V)	The Charleson and tolerance in	875		P.(1	or reported; war, act of war, civil war, hostillies;	840:
124	The Charteres shall indemnity the Owners against any liability, cost and/or expense	876			revolution; rebellion; civil commotion; wanike	941
ociationi	in a presentation and installed to be seen the seen of	877			operations; laying of mines; acts of piracy; acts of	942
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SUPPLYTIME 2005	Time Chart	or Party for Offshore Service Vessels	
terrorists; acts of hostility or malicious damage;	944	lions;	
DIOCKACES (Whether imposed analyst all upge ple	945	(ii) to comply with the order directions or recommen	1012.
Of Imposed Sciedively against vessels of certain	946	(ii) to comply with the order, directions or recommen-	1013.
1893 Of OWNERShip, of adalast certain nerroce of	.947	dations of any war risks underwriters who figure	1014
Crews or otherwise housenswart; by any new or	948	the authority to give the same under the terms of	1015
body, terrorist or political group, or the Government.	949	the war tisks insurance; (iii) to comply with the forms of any condition of the	1016
of any state whatsoever, which, in the resonable	950		1017
judgement of the Master and/or the Owners, many	951.	Security Council of the United Nations, the	iora
08 dangerous of are likely to be or to hecome	952	effective orders of any other Supranational body	1019
Cangerous to the Vessel, her cargo, crew or other	953	which has the right to issue and give the same,	1020
persons on board the Vessel.	954	and with national laws almed at enforcing the	1021
(b) The Vessel, unless the written consent of the	955	same to which the Owners are subject; and to	1022
UWINERS DE III'S Obtained shall not be ordered to on	956	obey the orders and directions of those who are	1023
regulated to continue to or through, any non-rises area	957	charged with their enforcement;	1024.
Of 2010 (Wilding of and oraga), of any walarway his	968	(iv) to discharge at any other port any cargo or part	1025
Canal Where it sopears that the Vessel har ramo mair	959	thereof which may render the Vessel lieble to	1028
Of Office persons on board the Vessel in the reasonable	960	confiscation as a contraband carrier	1027
MODERNESS OF the Master and/or the Dwners may be	961	(v) to call at any other port to change the crew or any	1028
Of Bio likely to be, exposed to War Risks: Should the	982	part thereof or other persons on board the Vessel	1029
V6990 DO WITHIN SHY SUCH DISCS SE STORESHIT WHITH	969	when there is reason to believe that they may be	1030
Only becomes denderous, or is likely to be or to harring	964	audiect to intantifient, imprisonment of other	1031
dangerous, after her entry into it, she shall be at liberty	955	Sarolions	1032
TO 198YB (T)	966	(g) If in accordance with their rights under the	1033
(c) The Veesel shall not be required to load contraband	987	foregoing provisions of this Clause, the Owners shall	1034
CRIGO, Of to Dass through any blookade, whather our k	968	refuse to proceed to the loading or discharging ports.	1035
DIDCKAGE DE IMPOSED ON All VESSEIS OF IS Imposed	969	or any one or more of them, they shall immediately.	1036
Selectively in any way whatsoever analyst possess of	970	Inform the Charterers. No pargo shall be discharged at	1037
Centain flags of Ownership, or against certain compas-	97.1	any alternative port without first giving the Charterers	1038
Of CIBWS OF OMBINISE HOWSTEVEY OF IN MACADA IN AN	972	notice of the Olymers' intention to do so and requesting	1039
area where she shall be subject or is likely in he entitled	973	Even to House a sale non-to-such discharge Calling	1040
to a polygerent's right of search and/or confiscation:	974.	such nomination by the Charterers within 48 hours of	1041
(d) The Owners may effect war risks insurance in	975	the receipt of such notice and request; the Owners may	1042
788PACE OF the Hull and Machinary of the	976	discharge the cargo at any safe port of their own choice. (h) If in compliance with any of the position of the compliance with any of the position.	1043
Vessel and their other interests (including but not	977		1044
ilmited to, loss of earnings and defendion, the crew	978	clauses (b) to (g) of this Clause anything is done or not	1045
and their Protection and Indemnity Risks) and	979	done, such shall not be deemed a deviation, but a fall	1046
the premiums and/or calls therefor shall be for	980	be considered as due fulfilment of this Charter Party.	1047:
their account:	981	23. War Cancellation Clause 2004	into:
(ii) If the Underwriters of such Insurance should require	982	Either party may cance this Charter Party on the	1048
payment of premiums and/or calls because	983	outbreak of war (whether there be a declaration of wer	1049
pursuant to the Charterers orders, the Vessel is	684	: OF NOD	1050
WITCHE, OF IS CIVE to shier and remain within my nace	986	(a) between any two or more of the following countries:	1051
through any area or areas which are specified by	986;	UID UTITED CIBIOS OF AMORICA: Ringle The Links	1052
such Underwitters as being subject to additional	987	Kingdom: France; and the People's Republic of China.	1053 1064
premiums because of Wer Risks, then the actual	988		1055
premiums and/or calls paid shall be reimbursed	989	(b) between the countries stated in Box 30.	1056
by the Charterers to the Owners at the same time	990		1000
as the next payment of hire is due, or upon	991	24: BIMGO ice Clause for Time Charter Parties	1057.
redelivery, whichever occurs first:	992	(a) The Vessel shall not be obliged to force los but.	1058
(e) If the Owners become lable under the terms of	993	subject to the Owners' prior approval having the repaid	1059
employment to pay to the crew any bonus or additional	994	to its size, construction and class, may follow ice.	1060
wages in respect of salling into an area which is:	995	(b) The Vessel shall not be reproduced to seeke the	1061
dangerous in the marmer defined by the said terms,:	996	(b) The Vessel shall not be required to enter or remain	1062:
then the actual bonus or additional wages paid shall be	997	in any leabound port or area, nor any port or area where	1063
reimbursed to the Owners by the Charterers at the same	998	lights, lightships, markers or budys have been or are	1064
time as the next payment of fire is due, or upon redelivery, whichever occurs first.	999	about to be withdrawn by reason of ice, nor where on	1065
	1000	account of ice there is, in the Master's sole discretion,	1066:
(f) The Vessel shall have liberty: (i) to comply with all orders, directions, recommen-	1001	a risk that, in the ordinary course of events, the Vessel	1067
(f) to comply with all orders, directions, recommen-	1002	will not be able safely to enter and remain at the port or	1068
dations or advice as to departure; arrival, routes,	1003	area or to depart after completion of loading of	1068
salling in convoy, ports of call, stoppages, desti-	1004	discharging. If, on account of ice, the Master In his sole	1070
nations, discharge of cargo, delivery, or in any	1005	discretion considers it unsafe to proceed to, enter or	1071
other way whatsoever, which are given by the	1006	remain of the place of loading or discharging for fear of	1072
Government of the Nation under whose flag the	1007	the Vessel being frozen in and/or damaged, he shell	1073
Vessel sails, or other Government to whose laws	1008		1074
the Owners are subject; or any other Government.	1009	to de de awar me chanterers instituctions.	1076
body or group whatsoever acting with the power	1010	(c) Any delay or deviation caused by or resulting from	1076
to compel compliance with their orders or direc-	1011:	toe shall be for the Charterers' account and the Vessel shall remain on-hire.	1077
Province of the annual state of the second sta		Accellulations of East Office	1078

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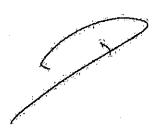
PART I

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expenses. 4390



39. Arbitration

In addition to Box 34 and Clause 34, for the sake of clarification, any and all differences and disputes of whatsoever nature arising out of this contract shall be put to arbitration in the City of Houston, Texas, pursuant to the Maritime Laws of the United States, The Federal Arbitration Act, and the Rules of the Houston Maritime Arbitrators Association, before a panel of three persons, consisting of one Arbitrator to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of the three on any point or points shall be final. Until such time as the Arbitrators formally close the hearings, either party shall have the right by written notice served on the Arbitrators and on the other party to specify further disputes or differences under this contract for hearing and determination. The Arbitrators may grant any relief which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this Clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any Award made hereinnder in any Court having jurisdiction in the premises.

40. Crew

Throughout the term of this Charter, the Owners are responsible for the transit of its masters and members of the crew to the agreed upon nearest airport in the port of embarkation in the Area of Operation. Charterers shall be responsible for the transit from the airport to the Vessel. At crew change, should weather or other reasons beyond the control of Owners prevent the crew change from occurring as scheduled, Charterers shall provide for all meals and longing for the Owners' crew so affected. If the Owners' crew arrives earlier than scheduled for the crew change or misses relevant flights, Charterer is not responsible for the meals & longing of the affected crew during such time out of the scheduled crew change.

41. Yessel Importation/Exportation and Customs Clearance in and out of Mexico

Owners shall import and export the Vessel into and our of Mexico, including clearing it through Mexican customs. Owners are allowed 4 business days to clear in the Vessel and 4 business days to clear out the Vessel while on-hire. Should Owners be the sole cause of a delay in clearing in or out exceeding the allowed days, the Vessel may be taken off-hire for the period of such delay. Charterers shall reimburse all Owners' costs, fees, expenses to import and export the Vessel (including its spares and equipment) and clear customs.

42. Navigation Permits

Charterers shall be fully responsible for obtaining all Mexican navigation permits and any associated authorization or approval for the Vessel to operate in the intended area of operation.

43.

This clause intentionally left blank.

44. Marine Crew Visa and Training

Owners shall obtain visas for the marine crew, Charterers shall reimburse Owners USD \$1,000.00 per visa obstained for the first 60 members of the marine crew. Charterers shall reimburse Owners for the cost of any Charterers' or Charterers' client required training of the first 60 members of the marine crew, including meals, lodging and payred during such training, necessary to work in the area of operation.

BR

45. PEMEX Required Personnel

Charterers are responsible for supplying the Mexican Master and Mexican onboard Doctor, if required,

46. Importation of Sparce

Without altering the obligations set out in Clause 9(d), Owners may arrange for transportation and importation of spares for the Vessel and Sat. System with all associated costs reimbursed to Owners by Charterers so long as Charterers have provided approval to Owners. The reimbursement of costs by Charterers under this clause shall be limited to the actual costs of Owners.

47. ROV Demobilization Fee.

Prior to the Vessel's departure from lagleside, Tx., a ROV demobilization fee of USD 15,000 shall be be paid to Owners by Charter ers.

48. Invoicing and Payment

Involves for charterhire shall be issued in advance. Each involve shall be for 30 days of hire. Each involve shall be due and pald on or before the 1st day of the 30 day term covered by the involve.

All other Owners' invoices shall be due and paid no later than 15 days from receipt of the invoice by Charterers.

49. Sat System Downtime

Notwithstanding Clause 13, in the event the Sat System has a breakdown and has become inoperable and there is no available Maintenance Allowance but the Vessel is still capable of progressing Charterers' work, including working on, but not limited to, surface diving, topside, ROV, etc., then Charterers' sole remedy is to be credited USD 15,773 per day, pro rata, until the Sat System is back in service.

50. Catering and Hotel Services

Notwithstanding Clause b(c)(i), whilst the Vessel is under this Charter, Charterers shall provide and pay for the Catering Crew and suitable provisions (3 meals per day, including 1 hot night meal, bottled water, and sodas) including full hotel services for all onboard, including the marine crew, at no cost to Owner. The standard/content of meals for the marine crew to be agreed with the Owners' senior representative onboard the Vessel.

51. Medical/Hospital Supplies

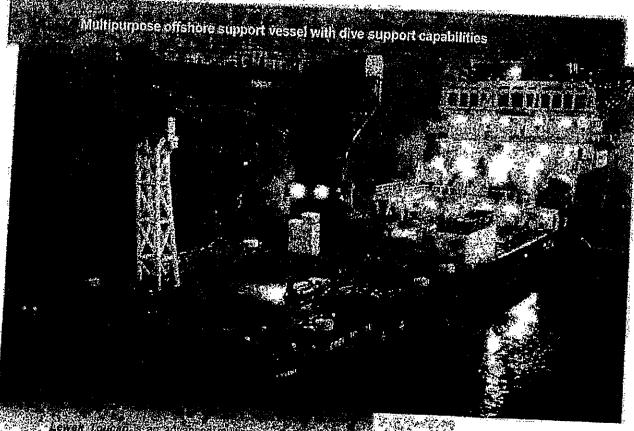
Prior to the Vessel's departure from Ingleside; Tx. an inventory will be taken of the onboard Medical/Hospital supplies, the results of which to be agreed by Owners and Charterers. During the term of this Charter, Charterers are responsible for maintaining and re-supplying the Medical/Hospital supplies at no cost to Owners and shall redeliver the Vessel with the same quantity and quality of Medical/Hospital supplies as were inventoried prior to the Vessel's departure from Ingleside, Tx.

BL

Annex A"



Lewek Toucan



Lewer Toucan is an advanced multipurpose ensiting support vessel with excellent dive support capabilities as well as a DF 2 dynamic positioning system, accommodations for a crew of 100, a 920 M2/1,000 ton cargo deck and helideck. The 120 ton capacity crane has a 12 metres reach and is capable of operating in water depths reaching 2,000 m.

SPECIFICATIONS

LENGTH 88.4 m

BREADTH MOULDED

DEPTH MOULDED

DRAFT DESIGNED 8,6 m

DEADWEIGHT 4019.62 T

GROSS TONNAGE:

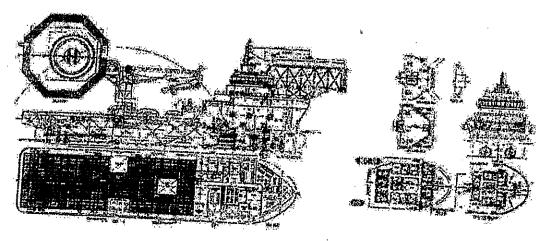
DECK AREA 920 m²

DECK STRENGTH

sse

Annex "A"

Lewek Toucan General Specification



CLASSIFICATION

ABS 7 1A1, Fire Fighting Class 1, Offshore Support Vessel, DP 2

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MAIN PARTICULARS

MUNITARY TOURS	
Length Overall	**
Length W.L.	
Breadth Moulded	······································
Breadin Moulded Depth, main deck	······
Draft Design	Profession Z.B.m
Draft Design	······6.6 m
Deadweight	· · · · · · · · · · · · · · · · · · ·
Gross lonnage	4019,82.7
Gross lonnage	······································

DYNAMIC POSITIONING

Kongsberg DP2 System 1 x Acoustic HIPAP 500

1 x Taul wire Bandak MK15B

1 x Fan beam MK4.2

2×FUGRO DGPS

www.emas.com marketing@emas.com

MANUEVERUNG AND PROPULSION SYSTEM

THE THE PROPERTY OF THE PROPER	
Main Engine	
Propulsion 2 x BERGEN B32:40V12F Power 2 x Kamewa - Uistein CPF)
Power 2 x 6000KW	ř
Power 2 x 8000KW	
2 x 8000kg	Ë
The same and the s	
Make	
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Power 14 Ton, 1 x 820 kW	
F. J. H. Selvenson and Committee of the	
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Time 1 x 750 kW	
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2 x 750 kW	

FRESH WATER PRODUCER

SEWAGE SYSTEM

This vessel specification is given in good faith and assumed to be accorded at the time of print.

Owners will not be flable for arrors, ornisations, or misprints published. Owners reserve this fights:

to award this appointment on without next called.

Annex A"





POWER GENERATION	
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Luial Histalled Power	
Emergency Generator AT 3056T, 1 x 93ekw, 440V/60Hz	
ACCOMMODATIONS	
The ship is arranged with an accommodation for (otal 100 persons plus frospital). Benth? Cabin	
Tox 4 Man, Cabina	
CRANES	
Maker	
Main Hole: Safe working load at 7.4 - 12 m radius; in all	
A TOURS TOURS CONTIDENSALION	
Maximum load	
AUX Holst	
Safe working load at 7.5 - 32 m radius, in air	
No. of falls	
2 . September 2	:
Active Heave Compensation	ŀ
Maximum land:	Ţ
Peak speed, at full load, outer layer	

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NAVIGATION AND COMMUNICATION EQUIPMENT

Maritime VSAT Antenna 1.5 meter C-Band
PA system; Integrated Telephone, Sound Powered Telephone
Radio Plant with Satellite Communication System;
Life Boat Radios, Rader Trensponder;
Radar Plant, Global Positioning System;
Gyro compase, Magnetic Compase, Autopilot,
Echo Sounder, Doppler Speed Log, AIS & VDR,
TV-FM-SAT System, CCTV;

FIREFIGHTING EQUIPMENT

Fire extinguishers: Powder, form and CO2 extinguishers: according to regulations in force.

Fire flores with equipment: Adjacent to each of the fire hydrants; a 2° fire hose with length of at least 15 meters. The hoses are equipped with combined jet nozzles and fog nozzles, with coupling connections to the hydrant.

One (1) off International coupling.

Fire axes fitted according to requirements from the National Authorities.

SAFETY EQUIPMENT

Safety equipments shall be based upon the regulation of the vessel, for a total number of persons on board of 100 persons.

FRC Boat. One (1) SOLAS FRC boat Make 655:
Diesel driven water jet complete with dayle
Rescue Boat (MCD) with Dayle

Lifebuoys, jackets

Lifebuoye of plastics of approved type. Numbers and equipments are according to the National Authorities requirements. Paradiutes alguals and equipments are according to rules.

HELIDECK

BF

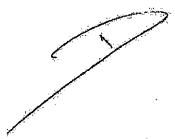
INSURANCE

Insurance policies (as applicable) to be procured and melitalized by the Owners under Clause 17:

- (1) Marine Hull hisurance. Hull and Machinery insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability Insultance
 Protection and Indemnity (P&I) or Marine Liability Insultance with coverage equivalent to the cover provided by members of the international Group Protection and Indemnity Associations with a limit of cover no less than USD 10,000,000 for any one event. The cover shall include liability for collision and damage to fixed and feating objects to the extent not covered by the insultance in (1) above:
- (3) General Third Party Liability Pisturance. To the extent not covered by the Instruence in (2) ABCVE, Coverege shall be for Property Damage USD 10,000,000 per person.
- (4) Workmen's Compensation and Employer's habitity insurance for Employees.

 To the extent not covered in the insulance in (2) above, covering Owners' employees and other persons for whom Owners are liable as amployer pursuant to applicable law for statutory benefits as serious and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Companions Ceneral Astembelle Liability Ingurance.
 Covering all compot, Bred and non-award vehicles, soverage chall be fast
 Bodily Injury According to the local lew,
 Property Centrage. In an amount equivalent to
 eingle limit per occurrence.

(6)(5) Such other ineurances as may be agreed.



ron SS

Guillermo Iturbide García

Gerson Arreola «G.Arreola etrangerolatrioreiniccom» Vernes, 3), de source de 2014 070 7 p.m. Guillermo fumbide Gercia

Josa Carar Velazquez Mühozi Cerar Emissio Valle Metaj Tom Currengham. Am Lam Ell Lam

Guillermo,

I have been authorized by Tom and Bill to go ahead and give you a reduced transferate of \$88,000 USD:, which will start: Sunday at 12:00, and will end upon arrival to the Carmen Sea Buoy. We will take your word and begin arrangements to supply any necessary supplies/equipment for the Job scope tomorrow in order to have vessel leave dockside as soon as possible. We will begin demobilization of the ROV upon signature of the vessel On-Hire survey, and will sail to Mexico upon completion of ROV demobilization and mobilization of all job related equipment.

To make sure we are all in the same page, could you please add the below clause to the last page of the BIMCO:

"The parties agree that the vessel shall be considered on bire as of 12 noon Sunday, February 3, 2014. The parties agree that a discounted charter hire rate of USD 88,000 per day shall apply until the vessel reaches the Carmen sea-

Thanks and Regards,



Gerson Arreola, MBA.

General Director - Ranger Offshore Mexico S de R.L. de C.\



Ranger Offshore Maxico Ave Edino# 49-A Parque Ind Munde lauya. Citable Dat Carmen, Camp.

(office): +1 (832) 482-4828 (mobile): +1 (323) 243-4226 (Mex. mob.) +52 (938) 401-8975.

Ranger Offshire Inc. 10370 Richmond Ave. Suite 1600: Hourton, TX 77642

(email): g.arreola@rangeroffshoreinc.com http://www.rangeroffshoreinc.com

From: Guillermo Iturbide García [mallto:giturbide@tradeco.com] Sent: Friday, January 31, 2014 6:36 PM

To: Gerson Arreola

Cc: Jose Cesar Velazquez Muñoz; Oscar Ernesto Valle Mata

Subject: lewek toucan

Dear Gerson

Per our telephone conversation with Cesar Velazquez

1. Ranger to send asap and during the weekend the inspector from LOC or EXPIDENA for a preliminary checklist.

2-, Payment for 3.4 M USD to be issue by Tuesday 4th because Monday is holiday in Mexico. We would like to have the on hire by the 4th but in order to express the interest on the Toucan we could sign the ON Hire by Sunday 2nd at 12:00 by one of our representatives at the site (ingleside, tx). Then the contract starts with the demob of the roy during Sunday and if necessary Monday;

3-. If its accepted Tradeco sends immediately the BIMCO signed, then Ranger issues the invoice to Tradeco for 30 days in advance + demob of ROV...

4-Ranger provides a discount day rate during transit to Mexico other wise Sunday and Monday were not considered at our budget. If not we don't have any option than signing BIMCO by the 4th.

5-Tradeco to send official instruction to the BANK where the payment will be released by the 4th. With this instruction then Lewek Toucan is allowed to sail destination Mexico

We really want to work with you guys so please help us on this Lets do this final to get into an agreement. We have been trying to close this for almost a year.

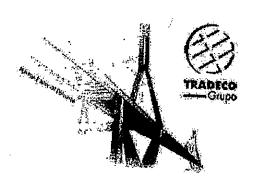
Kind Regards

Ing. Guillermo Iturbide Garcia Subgerente de Comercializacion y Fietamentos Tradeco Infraestructura/ Operaciones y Rentas Costa Afuera Av. Insurgentes Sur 1647 Plso 15 Col San Jose insurgentes Dig. Benito Juarez, CP, 03900, México D.F. Office: +52-55 22822300 ext 15027 Mex; Mob: +52 1 55 1892 4674 US Mob 1-281-254-4273 (only when in the US): BB PIN: 28C8B4C4

ing. Guillermo lturbide Garcia Subgerente de Comercialización y Fletamentos

glturbide@tradeco.com Tel: 5482 7600 Ext: 15027 www.tradeco.com

Insurgenios Sur No.1847 | Col. San José Insurgentes | Del. Bento Juérez | C.R.03000 | México D.R.



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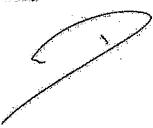


Exhibit B

BIMC(UK UNIK	CHARTER PARTY GUARANTEE CHARTERERS GUARANTEE OF SUMS PAYABLE AND LIABILITIES UNDER TIME CHARTER PARTY			
1. Place and date of guarantée: Houston, Texas: May 27, 2014	2 Date of cha January 31	ner pany			
3. Guarantor (Ci. 1) (i) Name of Guarantor: Grupo Tradeco, S.A. de C.V. (ii) Address of registered office: Insurgentes Sur #1647 Col. San Jose Insurgentes Delegacion Benito Juarez: Distrito Federal, Mexico C.R. 03900 (iii) Country of incorporation: Mexico 5. Vessel's name (Ci. 1): MV. Lewek Toucan 9. Guarantors' fiability period (state number of months; if left blank; twelve (12)	4: Owners (Cl. 1) (I) Name of Owners: Ranger Offshore Maxico, S. da R.L. de C.V. (II) Address of registered office: Ave. Edna 49A Parque Ind. Mundo Maya, Culdad del- Carmen, Campeche C.P. 24153: Mexico (III) Country of Incorporation: Mexico 7: Rate of interest per annum (Cl. 2(e)) 12% 10. Governing taw (Cl. 11(a)) Taxas Law.	C.V. (ii) Address of registered office: Insurgentes Sur #1847:			

1. Definitions

Charter Party means the charter party dated as per Box 2, including any amendment thereto.

- 3 "Charterers" means the party stated in Box 5.
- Demand means a Demand for payment under this Guarantee made in accordance with Clause 6 (Demands for Sayment).
- 6 "Guarantee" means this document and is made on the date and at the place stated in Box 1.
- 7 "Guarantor" means the party stated in Box 3.
- 8 "Guaranteed Amount(s)" means any:
- (a) sum or sums due from the Charterers to the Owners under or in connection with the Charter Party, including any recoverable costs and expenses that may be incurred by the Owners in enforcing any of their rights under or in connection with the Charter Party, whether in legal proceedings or otherwise; and:
- (b) any liability on the part of the Owners to pay the cost of bunkers, port charges, stevedoring costs or any other costs ansing during the course of the Charter Party which would properly be the responsibility of the Charterers.
- 14 "Owners" means the owners/disponent owners stated in Box 4.
- 15 "Vessel" means the vessel named in Box 8.

16 2. Guarantee 17 (a) In consi 18 as security

(a) In consideration of the Owners agreeing to charter the Vessel to the Charterers and accepting this Guarantee as security for the payment by the Charterers of sums due under this Charter Party and for other good and valuable.

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19 20 21 22 23 consideration expressly acknowledged, and subject only to Sub-clause 2(b) below, the Guarantor hereby unconditionally and irrevocably guarantees (as primary obligor and not by way of secondary liability only) to pay any Guaranteed Amount within ten (10) banking days (in the Guarantees country of residence) following a Demand, together with interest at the rate as stated in Box 7 per around from the due date for payment by the Charlerges to the date of payment by the (b) If within ten (10) banking days after receipt of a Demand the Guarantor receives (i) a copy of the written notice of a disputed invoice from the Charterers that was timely presented to Owners in strict compliance with Clause 12 (e) of the Charter Party etailing that they dispute the Owners claim for the Guaranteed Amount and (ii) evidences that the matter has been referred to court or arbitration (as may be applicable) under the Charter Party then the Guarantor shall not be obliged to make any payment under this Guarantee until the latest of thirty (30) days after the dispute has been finally determined, whether by way of agreement, or by way of final unappealable arbitration award (including an interim or partial award) or court judgment, in each case following the exhaustion of any appeal process therefrom. The Guarantor shall immediately provide the Owners with a copy of the written notice and the evidence of reemal of the matter to court or arbitration. Nothing in this paragraph will relieve Guarantor of paying any Guaranteed Amount within five (5) banking days as prescribed in Sub-clause 2(a) above if Charterer falls to Bratty. 24 25 26 27 28 29 30 31 32 33 34 35 (c) The Guaranteed Amount, as may be varied by an award, judgment or agreement, shall be paid limitediately following the issue of such award or judgment obtained in accordance with Sub-clause (b) above, or conclusion of 36 37 (d) The Guarantor's undertaking in <u>Sub-clause (a)</u> above will remain effective notwithstanding that the Charterers' obligations are or become unenforceable for any reason whatsoever. 30 40 (e) If the parties to this Guarantee have agreed a maximum flability figure as stated in <u>Box 8</u> this figure shall be the maximum total flability of the Guaranter, whether one or more Guaranteed Amounts are payable, pursuant to <u>Sub-</u> 41 42 43 clause 2(a) above. 44 3. Continuing Nature of Guarantee (a) This Guarantee shall not be affected by any indulgence or delay allowed to the Charterers nor by any amendment to; or variation of, the Charter Party whether as to time or otherwise that may be agreed between the Owners and the Charterers nor by any circumstances that would otherwise discharge the Guarantor's liability under 45 46 47 48 (b) The Guarantor's liability under this Guarantee shall not be discharged in whole or in part or otherwise be 49: 50 51 52 affected in any way by reason of the bankruptcy, insolvency, liquidation, dissolution, amalgamation, reconstruction or reorganisation of the Charterers or the appointment of a receiver, administrative receiver or administrator of any of the Charterers assets for the equivalent of any such matters occurring in any other jurisdiction). (c) The Guarantor's liability under this Guarantee shall continue until such time as all obligations of the Charterers under the Charter Party have been fully performed subject to the condition that any demand on the Guarantor under the Guarantee shall be made within the number of months stated in Box 9 or, if left blank, twelve (12) months of redelivery of the Vessel to the Owners unless and to the extent that proceedings have been commenced in 53 54 55 56 57 58 accordance with Sub-clause 2(b), in which case the Guarantee shall continue for forty-five (45) days from the date: of final agreement between the Owners and the Charterers, or the publication of a final unappealable judgment or 59 arbitration award pursuant to the Charter Party, 50 51 (d) The Guarantor's liability hereunder is continuing and shall not be discharged or satisfied by any one Damand. For the avoidance of doubt the Owners shall be entitled to make multiple Demands. No Deduction or withholding. 62 63 64 All sums payable by the Guarantor under this Guarantee shall be paid to such account as the Owners shall specify free and clear of set-off or counterclelm or any other deduction or withholdings whatsoever-65 Owners' rights, powers and remedies The Owners shall not be obliged before exercising any of the rights, powers or remedies conferred upon them 66 67. 68 (a) make any demand of the Charterers (b) take any action or obtain judgment in any courf against the Charterers: 69

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(d) enforce or seek to enforce any other security taken in respect of the Charter Party:

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Charterers; or

(c) make or file any claim or proof in a winding-up; liquidation, entering into administration or dissolution of the

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73 74 75 76 77	1 1	Demands for Payment (a) All Demands under this Guarantee shall be in writing and shall include a statement of the Guaranteed Amount or other amount claimed and to what it relates. Demands shall be sent to the address for the Guarantor stated in Box 3 and may be sent by any effective means including, but not limited to, facsimile, a mail, registered or recorded means.
78	<u>;</u>	(b) Any Demand sent shall be deemed to have been received:
79	ī	(I) If posted, on the seventh (7 th) day after posting:
80	1	(ii) if sent by facsimile or electronically, on the day of transmission; and
81		(iii) (Fdelivered by hand, on the day of delivery.
82		And in each case proof of posting, handing in or transmission shall be sufficient for the purposes of this Clause.
83 84 85	ኤ	Costs, charges and expenses The Guarantor agrees that it will reimburse the Owners on demand for all costs, charges and expenses incurred by the Owners in maintaining, exercising or enforcing any of their rights or powers under the Guarantee.
86 87 88 89	8.	Modification Neither this Guarantee not any terms hereof may be amended, waived, discharged of terminated other than by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
90 91 92 93 94	9.	Assignment and Successors The Owners shall be entitled, at their sole discretion, to transfer to any party by way of assignment all their rights under this Guarantee and this right of assignment shall extend also to any assignee or subsequent assignee. The Guaranter may not assign, charge or transfer any of its rights or obligations under this Guarantee without the prior written consent of the Owner.
95 96 97 98 99	10	Representations and Warranties The Guarantor hereby warrants to the Owners that it has all the corporate powers, and has taken all necessary corporate, administrative or other steps (including registration of the Guarantee, where appropriate); to enable it to execute, deliver and perform this Guarantee, and that this Guarantee constitutes valid and binding obligations of the Guarantor.
100 101 102	11.	Governing Law and Jurisdiction and Venue (a) The construction, validity and performance of this Guarantee shall be governed by and construed in accordance with the law of the country stated in Box 10. If Box 10 is blank then English law shall apply.
103 104		(b) The parties irrevocably submit to the exclusive jurisdiction and venue stated in Box 11. If Box 11 is left blank then the exclusive jurisdiction of the English Courts shall apply.
105	IN W	TNESS whereof the Guaranto, has executed and delivered this Guarantee as of the date set forth in Box 1.
105 107	SIGN Autho	rised Director David Escharc Guzania
108		du du benan of the Guarantor.
109 110	SIGN! Aŭtho	ited Director Change F Cunningham Thomas & Cunningham
111	For an	d on behalf of the Owners

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Exhibit C

AMENDMENT No. 1

To that BIMCO Time Charter Party for Offshore Service Vessels Between Ranger Offshore Mexico and Tradeco Infraestructura

THIS AMENDMENT No. 1 to that certain BIMCO Time Charter Party for Offshore Service Vessels (this "Amendment") is dated as of June 13, 2014, by and between Ranger Offshore Mexico, S. de R.L. de G.V. ("Owners") and Tradeco Infraestructura, S.A de C.V. ("Charterers"). Owners and Charterers may be hereafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Owners and Charterers entered into that certain BIMCO Time Charter Party for Offshore Service Vessels in Houston, Texas and dated January 31, 2014 for the vessel MV Lewek Toucan (the "Charter") and the Parties wish to amend the Charter in certain respects as set out below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

- 1. For the convenience of the Charterers, the Charter will be suspended with the effective date of April 14, 2014 as of 11:59 P.M. U.S. Central Time for a period of not more than 85 days, and an option to Owners to continue the suspension for a period necessary to complete the project, voyage or well in progress, such time not to exceed 65 days. During the period of suspension neither Charterers nor Owners shall have any obligation under the Charter to the other Party, other than as stated herein. Charterers consent to Owners temporarily taking possession and control of the MV Lewek Toucan ("Vessel") for the Charter suspension period. All costs incurred in demobilization for the suspension period, storage, or other charges incurred for the benefit of Charterers during suspension period and cost of mobilization after the suspension period will be charged to Charterers. Charterers shall have the right to have a surveyor participate, without charge, in any off hire survey of the Vessel conducted at the conclusion of the suspension period.
- 2. Charterers acknowledge that USD 5,948,558.15 in charterhire and related ancillary charges are past due and owing to Owners ("Past Due Charges").
- 3. Charterers agree to pay the Past Due Charges as follows:
 - a. Unconditional and unqualified Pagares in a form acceptable to Owners with Charterers and Grupo Tradeco, S.A. De C.V. as co-makers and co-obligors as follows:
 - i. Pagare 1 for USD 600,000.00 payable no later than June 30, 2014.
 - ii. Pagare 2 for USD 1,189,711.63 payable no later than July 31, 2014.
 - iii. Pagare 3 for USD 1,189,711.63 payable no later than August 29, 2014.
 - iv. Pagare 4 for USD 989,711.63 payable no later than September 30, 2014.
 - v. Pagare 5 for USD 989,711.63 payable no later than October 31, 2014, vi. Pagare 6 for USD 989,711.63 payable no later than November 28, 2014.
 - b. In this act the Charters gives to Owners the Pagare 1 and Pagare 2 as well, in the understanding that once Charterers or Grupo Tradeco pay Pagare 1, Owners must have the obligation to returned it and Charters will gives the Pagare 3 and the same process will be with the subsequent Pagares.

- c. In addition to the unqualified and unconditional Pagares listed above, within 2 weeks from this date, Charterers shall provide written instructions, in a form acceptable to Owners, to its banking institution that holds in trust the funds from Pemex related to the Akal project instructing it to immediately release those funds it holds to Owners directly to satisfy Pagares 3, 4, 5, and 6 in the event the primary co-obligors and co-makers fail to do so when due. The fact that there are no funds in the trust or there are inadequate funds in the trust or that the banking institution fails to pay any or all amounts to Owners will not relieve Charterers and Grupo Tradeco, S.A. De C.V. from their liability on Pagares 3, 4, 5, or 6.
- 4. After the period of suspension and between August 10 and September 7. Owners will redeliver the Vessel to Charterers at the Carmen Sea Buoy. Upon the conclusion of the suspension period and upon re-delivery, the Vessel will return to "on hire" status under the Charter for the original remaining full firm period of 48 days plus an additional 85 days firm.
- 5. Owners shall provide Charterers with 2 weeks' notice of re-delivery of the Vessel.
- 6. At least 2 weeks before re-delivery of the Vessel, Charterers shall provide to Owners an irrevocable bank letter of credit equal to 30 days? charterhire in a form acceptable to Owners that allows Owners to immediately draw upon in the event of a charterhire payment default.
- 7. If Charterers default or breach any of the obligations set out above, including payment default on any Pagare, or any of their obligations in the Charter. Owners shall have the immediate right to any or all of the following: suspend performance of the Charter; withdraw the Vessel from the Charter; terminate the Charter; declare Charterers to be in fundamental breach of the Charter; and Owners shall be free to pursue all of its rights and remedies, none of which have been waived by entering into this Amendment, including the right to arbitration of the charter; enforcement of the charter guarantee; enforcement of the Pagares, all in any sequence or combination of remedies, the choosing of any particular right or remedy in any sequence or combination shall not act as a waiver or relinquishment of any other.

No other rates, terms or conditions of the Charter are changed by this Amendment. Other than the Charter, this Amendment, and the Parent Company Charter Guarantee, there are no other agreements, oral or written, related thereto.

IN WITNESS WHEREOF, Owners and Charterers have duly executed this Amendment as of the date below.

Name: Thomas F Cunningham

AGREED AND ACCEPTED:

Date: 13/6/2014

CHARTERERS

radecc

Ву: _

Name: 🕦

Title:

Date:

unio 2014.